CRIMINAL LAW—ARRAIGNMENT—WAIVER.—The defendant was on trial for assault and robbery. He was not arraigned, but he moved for continuance and submitted to trial without protest. *Held,* that he could not waive arraignment. *State* v. *Walton* (1907), — Ore. —, 91 Pac. Rep. 495.

The question raised in the principal case has repeatedly been the subject of controversy in the American courts. On the one hand, many cases hold, with the principal case, that the public has an interest in the proper arraignment of every one charged with a felony, and therefore such arraignment cannot be waived. *Wilson* v. *State,* 42 Miss. 639. Notwithstanding that one went to trial, without objection, and the case was argued in his behalf, he does not waive arraignment in case of felony. *People* v. *Corbett,* 28 Cal. 328. Where there is no arraignment and no plea, the conviction will be reversed. *State* v. *Lewellyn,* 93 Mo. App. 469, 67 S. W. 677. See also *Blevins* v. *Territory,* 4 Ariz. 68, 77 Pac. 616; *State* v. *Ford,* 30 La. Ann. 311. In conflict with the above cases and the principal case are many cases that hold that arraignment is a personal right which may be waived. When defendant went to trial without formal arraignment and plea, and during the course of the trial he expressly waived such right, he will not be permitted to object after verdict. *State* v. *Glave,* 51 Kan. 330, 33 Pac. 8. Where there is sufficient in the record to show the presence of the defendant in court, although the indictment was not read to him nor demand for plea made, he waived such rights by pleading to the indictment. *Dixon* v. *State,* 13 Florida, 631. After a trial on its merits as if a plea of "not guilty" had been filed, the failure of accused to so plead is not ground for reversal. *State* v. *Straub,* 47 Pac. 227, 16 Wash. 111. See also *U. S.* v. *Molloy* (C. C.), 31 Fed. 19; *Ransom* v. *State,* 49 Ark. 176. The tendency of most courts, however, seems to be towards the doctrine of the principal case.

DAMAGES—PERSONAL INJURIES—EXPENSE OF NURSING.—Plaintiff, while engaged as a driver in defendant's coal mine, was injured through defendant's negligence. There was no evidence that plaintiff had incurred any expense for nursing, but that he was cared for by his family, and that such care was worth from $15.00 to $20.00. *Held,* plaintiff could recover nothing for such services because rendered by his family. *Jones & Adams Co.* v. *George* (1907), — Ill. —, 81 N. E. Rep. 4.

This case is in accord with prior decisions in Illinois holding that the husband cannot recover the value of services rendered in nursing him by members of his family, because he is not liable for such services. *Chicago, Burlington & Quincy R. R. Co.* v. *Johnson,* 24 Ill. App. 468; *Peoria, Decatur & Evansville Ry. Co.* v. *Johns,* 43 Ill. App. 83. The courts of Pennsylvania also hold that the husband cannot recover for such services unless the members of his family rendering the services are hired servants, or unless there is an express contract by him to pay. *Goodhart* v. *The Pennsylvania R. R. Co.,* 177 Pa. St. 1, 35 Atl. 191, 55 Am. St. Rep. 705. But the weight of authority, and also the modern tendency, as evidenced by decisions and recent text-books, seem to be contrary to this view. The reason given for allowing the husband to recover in such cases is, that the gift of services is

to the sufferer and not to the wrongdoer, and the latter should not be allowed to profit by the generosity of the members of the family. IV SUTHERLAND ON DAMAGES, § 1250; 1 JOYCE ON DAMAGES, § 256; *Kaiser* v. *St. Louis Transit Co.*, 108 Mo. App. 708, 84 S. W. 199; *Crouse* v. *Chicago & Northwestern Ry. Co.*, 102 Wis. 196, 78 N. W. 446; *Missouri, Kansas & Texas Ry. Co.* v. *Holman*, 15 Tex. Civ. App. 16, 39 S. W. 130; *Varnham* v. *City of Council Bluffs*, 52 Iowa 698, 3 N. W. 792; *Brosnan et al.* v. *Sweetser*, 127 Ind. 1, 26 N. E. 555.

DEEDS—BOUNDARIES—NAVIGABLE WATERS.—The owner of an island in a navigable river, laid out the same in lots and streets. One of these lots abutted on a street that ran along the river. This lot by a series of conveyances came into the hands of the plaintiff, whose grantor had erected buildings and docks on the opposite side of the street along the river's front. The defendant was the devisee of the original grantor, action having been brought to determine the title to the street. *Held*, the grantees acquired title to the whole street subject to the easement of travel thereon carrying with it the riparian rights following a grant of uplands. *Johnson* v. *Grennell* (1907), — N. Y. —, 81 N. E. Rep. 161.

It was conceded that the original grantees took one-half of the road, and that had the grantor owned any land upon the other side of the road, title to the other adjoining half of it would have remained in her. But the court regards this case as controlled by the principle that where one lays out a street wholly on the margin of his land, his subsequent grant of the adjoining land is deemed to comprehend the fee in the whole roadbed, citing *Haberman* v. *Baker*, 128 N. Y. 253, 28 N. E. 370, 13 L. R. A. 611; *Bissell* v. *N. Y. C. R. R. Co.*, 23 N. Y. 61; *Graham* v. *Stern*, 168 N. Y. 521, 61 N. E. 891, 85 Am. St. Rep. 694. See also *Wait* v. *May*, 48 Minn. 453; *Taylor* v. *Armstrong*, 24 Ark. 102. There is, however, much reason for the view that when the grantor has an interest in the half of the street at the extreme margin of his land, or has riparian rights beyond the margin, his conveyance of lots abutting on the street should not be construed as conveying the entire street. *Banks* v. *Ogden*, 2 Wall. 57. Other cases in point are: *Haslett* v. *New Albany Belt and Terminal Co.*, 7 Ind. App. 603; *Codmon* v. *Winslow*, 10 Mass. 146; *Lotz* v. *Reading Iron Co.*, 10 Pa. Co. Ct. R., 497; *Goodyear* v. *Shanahan*, 43 Conn. 204.

DEEDS—VARIANCE BETWEEN GRANTING CLAUSE AND HABENDUM—CONSTRUCTION.—The granting clause of a deed conveyed the property in fee simple absolute. The habendum followed also granting a fee simple but with a proviso added, that should the grantee die without issue and before her husband, then the property should revert to her husband. *Held*, that the proviso, being repugnant to the granting clause, was void. *Carllee* v. *Ellsberry* (1907), — Ark. —, 101 S. W. Rep. 407.

The court applies well known rules of construction. In the first place, saying "That a deed is construed most strongly against the grantor." Secondly, "That the grantor cannot destroy his own grant, however much he